lading by connecting carriers puts them in the same position as if they had expressly agreed to establish through routes. *Cincinnati, etc., Ry. Co.* v. *Interstate Com. Com.*, 162 U. S. 184; see *Louisville, etc., Ry. Co.* v. *Behlmer*, 175 U. S. 648, 662. This ruling of the Interstate Commerce Commissioners applies to the class of routes thus created the rule that the sum of the charges of each carrier must be a unit corresponding to a single established joint rate. Their holding, that the rate as fixed at the time of shipment is unalterable by the second carrier, will tend to relieve the shipper from unexpected increase in freight charges, and furthermore, to remove an uncertainty that lately has much troubled shippers and carriers when similar changes in rates have been made.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — REMOVAL OF SPUR TRACK WITHOUT NOTICE. — The defendant, as part of its public business, operated a spur track, over which it had carried wood for the plaintiff. This operation was not required by statute or charter. The plaintiff had wood ready for transportation, some of which was already in the custody of the defendant when the latter removed the track without notice. *Held*, that the plaintiff can recover for the damage caused by the failure to give reasonable notice of the removal. *Durden* v. *Southern Ry. Co.*, 58 S. E. 299 (Ga., Ct. App.).

The defendant's duties were only those imposed by the common law, and its right to remove the track seems well established. *Jones* v. *Newport News, etc., Co.*, 65 Fed. 736. But a common carrier is bound to carry according to its profession. *Pickford* v. *Grand Junction Ry.*, 8 M. & W. 372. It is liable for damages caused by the publication of a time-table it knows to be inaccurate. *Denton* v. *G. N. Ry.*, 5 E & B. 860. And the same principle that applies to representations published in a time-table seems applicable to representations of a carrier made public by its acts. Consequently, if the defendant, while it maintained the track, had refused without notice or valid reason to carry wood for the plaintiff, it would have been liable for the resulting damage. *Streeter* v. *Horlock*, 7 Moore C. P. 283. Usually the carrier is not liable unless the goods have been tendered. *Little Rock, etc., Ry.* v. *Conaster*, 61 Ark. 560. But this does not apply where part of the goods have been tendered. *Houston, etc., Ry.* v. *Campbell*, 91 Tex. 551. Therefore, in the present case, by failing to give notice before removing the siding, the railroad refused to carry a tendered shipment according to its profession and should be liable for the resulting damage.

CONFLICT OF LAWS — OBLIGATIONS EX DELICTO — WHETHER LAW OF PLACE OF DEATH OR OF INJURY GOVERNS ACTION FOR DEATH. — The Pennsylvania statute gave the widow a right of action for death by wrongful act. The New Jersey statute vested such a right in the personal representative. A widow whose husband had died in Pennsylvania from injuries received in New Jersey, through the negligence of the defendant, brought suit. *Held*, that she may recover under the Pennsylvania statute. *Hoedmacher* v. *Lehigh Valley Ry. Co.*, 66 Atl. 975 (Pa.).

The fatal impact is somewhat arbitrarily selected as the element in murder giving criminal jurisdiction, regardless of the place of death. *State* v. *Gessert*, 21 Minn. 369. Likewise, where death results from negligent injury, it has been assumed that the cause of action arises where the injury, and not where the death, takes place. *Slater* v. *Mexican Nat'l Ry. Co.*, 194 U. S. 120, 127. If the statutes of the place of injury give no action, recovery is refused even if a remedial statute exists at the place of death. *De Harn* v. *Mexican Nat'l Ry. Co.*, 86 Tex. 68; *Rudiger* v. *Chicago, etc., Ry. Co.*, 94 Wis. 191. It is true that such statutes create a new right of action, to the accrual of which death is a condition precedent. See 15 HARV. L. REV. 854. The decisions cited, however, lead to the conclusion that while the prosecution for murder or civil action for death cannot be maintained until death occurs, the real cause of action is the infliction of the injury. The results of the injury merely determine the character of the action. But the law of the place where the cause of action accrues should govern, hence the present decision seems unsound.

CONFLICT OF LAWS — TESTAMENTARY SUCCESSION — ADMINISTRATION OF TRUSTS OF PERSONALTY CREATED BY WILL. — An Illinois testator be-